IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

FRIDAY, THE FIRST DAY OF JULY
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE SRI JUSTICE N.V. RAMANA

WRIT PETITION NO.24426 of 2000

Between:

S. Khader Basha, S/o Ismail,
R/o Moyella Kalava, Pendlimarry Mandal,
Cuddapah District.

..... PETITIONER

AND

The Cuddapah Municipality, Rep. by its Commissioner,
Cuddapah.

.....RESPONDENT

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed herein the High Court may be pleased to issue an appropriate writ, order or direction declaring the action of the respondent in issuing notice dated 3-12-2000 demanding rents without handing over shop No.32 of Old Bus stand (Newly Constructed) Shopping Complex, Cuddapah and threatening to cancel the lease hold rights confirmed in Petitioner favour and further seeking to auction the lease hold rights even though petitioner has complied with all the terms and conditions of the auction notification as highly arbitrary, illegal, unjust, highhanded, violative of the fundamental rights guaranteed to the petitioner under Article 14 and 19 (1) (g) 21 of the Constitution of India and violative of principles of Natural Justice and issue a consequential direction to the respondent to handover shop No.32 of Old Bus stand (Newly Constructed) shopping Complex, Cuddapah with all required amenities and further direct the respondent not to insist on payment of rent till such time the shop is provided with all amenities and delivered to the petitioner.

Counsel for the Petitioner: MR.V.R.REDDY KOVVURI (Not present)

Counsel for the Respondent: MR.GUMMALA VIJAYA KUMAR/S.I. Newton

The Court made the following:

ORDER:

This writ petition is filed seeking a Mandamus declaring the action of the respondent in issuing notice dated 03.12.2000 demanding the petitioner to pay rents without handing over shop No.32 of newly constructed shopping complex at Old Bus Stand, Cuddapah, to him and threatening to cancel the lease hold rights confirmed in his favour as illegal and arbitrary and consequently to direct the respondent not to insist for payment of rent till such time the shop is provided with all amenities and delivered to the petitioner.

When the matter is taken up today for hearing, none appears for the petitioner. Learned Standing Counsel appearing on behalf of the respondent-Municipality, on instructions, submitted that the petitioner had paid all the amounts as per the auction notice and a lease deed was also executed in his favour in respect of the Shop in question and the petitioner was permitted to run the business in the said shop, and therefore, by lapse of time the prayer in the writ petition has become infructuous.

Recording the said submission, the writ petition is dismissed as having become infructuous. No costs.

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N.V. RAMANA, J.

Date: 01.07.2005

Nsr

ASSISTANT REGISTRAR

// TRUE COPY //

SECTION OFFICER

To

1 The Commissioner, Cuddapah Municipality,
Cuddapah.

2 2 CD copies